

HELM-ATLANTIC ASSOCIATES
LIMITED PARTNERSHIP

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

VIA AIR COURIER

November 5, 1997

Mr. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

RECORDATION NO. 10534-L

FILED

NOV 17 '97

2-15PM

Dear Mr. Williams

Enclosed are two (2) certified true copies of the Assignment of Lease dated as of July 25, 1997 ("**Assignment**") between the following parties:

"Assignor": BA Credit Corporation
555 California Street
San Francisco, CA 94104

"Assignee": Helm-Atlantic Associates Limited Partnership
One Embarcadero Center
Suite 3700
San Francisco, CA 94111

See Annex 1 to the Assignment for a description of Transaction Documents involved in this transaction.

Please file the Assignment under Recordation No. 10534-G as a supplementary document to Recordation No. 10534 filed on June 22, 1979 and return one (1) endorsed original to my attention. A check covering the filing fee of twenty-one dollars (\$24.00) is enclosed.

Sincerely,



Eric W. Stoll
Document Administrator

/es
Enclosures (2)

CERTIFICATION OF TRUE COPY

On November 4, 1997, I, Eric W. Stoll, have examined the original copy of the Assignment and Assumption Agreement entered into as of July 25, 1997 between BA Credit Corporation and Helm-Atlantic Associates Limited Partnership, and I hereby certify that I have compared the attached duplicate copy with the original and that it is a complete, true and correct copy of the original in all respects, including the dates, signatures and acknowledgments thereof.

Eric W. Stoll

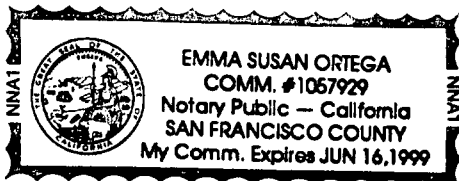
Eric W. STOLL
Document Administrator

STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN FRANCISCO)

On Nov. 4, 1997, before me, Emma S. Ortega, personally appeared Eric W. STOLL, Document Administrator of **HELM-ATLANTIC ASSOCIATES LIMITED PARTNERSHIP**,

X personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Emma Susan Ortega
SIGNATURE OF THE NOTARY

NOV 17 '97

2-15 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT entered into as of July 25, 1997 (the "Effective Date"), between **BA CREDIT CORPORATION** ("Assignor"), a Delaware corporation located at 555 California Street, San Francisco, CA 94104, and **HELM-ATLANTIC ASSOCIATES LIMITED PARTNERSHIP** ("Assignee"), a Delaware limited partnership located at One Embarcadero Center, Suite 3700, San Francisco, CA 94111.

RECITAL

Assignor is the successor to Bamerilease, Inc. as Lessor under that certain Lease of Railroad Equipment dated as of May 1, 1979 (the "Lease") between Burlington Northern, Inc. and Bamerilease, Inc. Assignor wishes to assign, transfer, and convey to Assignee, and Assignee wishes to receive and accept, all of Assignor's right, title and interest in and to the Lease and the related documents set forth in Annex 1 (the "Transaction Documents").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. Assignment of Interest. Assignor hereby assigns, transfers and conveys to Assignee, as of the Effective Date, all its right, title and interest in and to the Transaction Documents. Assignee hereby accepts and receives all such right, title and interest in and to the Transaction Documents.

SECTION 2. Assumption of Liabilities. Assignor hereby assigns and delegates to Assignee, and Assignee hereby assumes, all of the duties and obligations of Assignor accruing or arising after the Effective Date which are incident to ownership of the Transaction Documents. Assignor and Assignee confirm that as of the Effective Date Assignee shall be deemed a party to those Transaction Documents and related documents to which Assignor is a party and Assignee agrees to be bound by all the terms of, and to undertake all such obligations of, Assignor contained therein arising and relating to the period after the Effective Date.

SECTION 3. Exception. Notwithstanding the foregoing, Assignor shall be entitled to pursue claims accruing or arising incident to its ownership of the Transaction Documents and the Equipment on or before the Effective Date, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Transaction Documents from any obligor thereunder, and/or (b) insurance payments or proceeds.

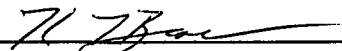
SECTION 4. Miscellaneous. Each party to this agreement shall execute and deliver such instruments, documents and other written information and take such other actions as the other parties may reasonably require in order to carry out the intent of this Agreement. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. This Agreement shall be construed in accordance with the laws of California without regard

to its conflict of laws doctrine.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement.

ASSIGNOR:

BA CREDIT CORPORATION

By: 

Title: Exec. V.P.

ASSIGNEE:

HELM-ATLANTIC ASSOCIATES LIMITED PARTNERSHIP

By Helm-Atlantic Corporation
Its General Partner

By: 

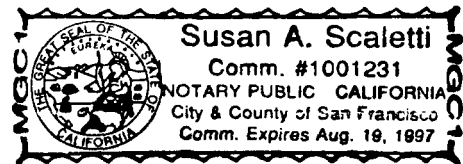
Title: PRESIDENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 25th day of July, 1997, before me personally appeared K. Thomas Rose, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

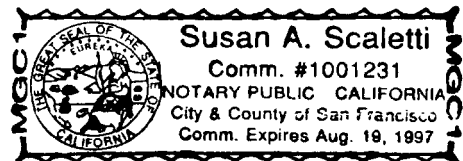
Susan A. Scobelli (NOTARIAL SEAL)
NOTARY PUBLIC SIGNATURE

[illegible]

On this 25th day of July, 1997, before me personally appeared David R. Eckles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Susan A. Scott (NOTARIAL SEAL)
NOTARY PUBLIC SIGNATURE



ANNEX I
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT

TRANSACTION DOCUMENTS

PARTICIPATION AGREEMENT dated as of
May 1, 1979 among:

Burlington Northern, Inc.	LESSEE
Mercantile-Safe Deposit & Trust Co.	AGENT
Bamerilease Capital Corporation	VENDEE
Bank of America NT&SA	GUARANTOR
Parties listed in APPENDIX I	INVESTORS

CONDITIONAL SALE AGREEMENT dated as
of May 1, 1979 between:

Bamerlease, Inc.	VENDEE
General Motors Corporation (Electro-Motive Division)	
General Electric Co.	
Filed for Recordation with the Interstate Commerce Commission on June 22, 1979 and assigned Recordation No. 10534	

AGREEMENT AND ASSIGNMENT dated as
of May 1, 1979 between:

General Motors Corporation (Electro-Motive Division)	
General Electric Co.	AGENT
Mercantile-Safe Deposit & Trust Company	
Filed for recordation with the Interstate Commerce Commission on June 22, 1979 and assigned Recordation No. 10534-A.	

LEASE OF RAILROAD EQUIPMENT dated as
of May 1, 1979 between:

Burlington Northern, Inc.	LESSEE
Bamerilease, Inc.	LESSOR
Filed for recordation with the Interstate Commerce Commission on June 22, 1979 and assigned Recordation No. 10534-B.	

ASSIGNMENT OF LEASE & AGREEMENT

dated as of May 1, 1979 between:

Bamerlease, Inc.

Mercantile-Safe Deposit & Trust Company

Filed for recordation with the Interstate

Commerce Commission on June 22, 1979 and

assigned Recordation No. 10534-C.

LESSOR

VENDOR

ASSIGNMENT & ASSUMPTION

AGREEMENT dated as of December 27, 1994
between:

BA Leasing & Capital Corporation

BA Credit Corporation

Filed for recordation with the Interstate

Commerce Commission on January 3, 1995 and

assigned Recordation No. 10534-D.

ASSIGNOR

ASSIGNEE

FIRST AMENDMENT TO LEASE OF

RAILROAD EQUIPMENT dated as of May 30,
1997 between:

BA Credit Corporation

The Burlington Railroad Company

Filed for recordation with the Interstate

Commerce Commission on June 12, 1996 and

assigned Recordation No. 10534-E.

LESSOR

LESSEE

**COMPLETE TERMINATION AND RELEASE
OF SECURITY INTEREST OF LIEN**

dated June 25, 1997 by:

The Bank of New York, successor to

Mercantile-Safe Deposit & Trust Company

Filed for recordation with the Surface

Transportation Board on June 27, 1997 and

assigned Recordation

No. 10534-F.

SECOND AMENDMENT TO LEASE OF

RAILROAD EQUIPMENT dated as of May 30,
1997 between:

BA Credit Corporation

The Burlington Northern and Santa Fe Railway
Company

Filed for Recordation with the Surface

Transportation Board on July 8, 1997 and

assigned recordation number 10534-G.

LESSOR

LESSEE